RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 20314

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 05/22/2006 RECEIVED DATE: 10/14/2008 INITIAL SERVICE DATE: 05/22/2016 TERM OF CONTRACT DATE: 05/22/2016

INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Month to Month

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To update current charge amount.

PREPARER - PERSON FILING

RRC NO: 473 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: David MIDDLE: J. LAST NAME: Avery

TITLE: Sr. Accountant

ADDRESS LINE 1: 6100 N Western

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73118 ZIP4:

AREA CODE: 405 PHONE NO: 879-8237 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> DELIVERY POINT

29340 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS013 Gathering Fee \$0.02 per MMBtu, Compression Fee \$0.10/MMBtu, plus a prorata share of compressor fuel, plus any applicable taxes

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67626 D MMBtu \$.3400 05/01/2008 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29340 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

J Compression

I Gathering

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 20314

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 21360

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 05/01/2008 RECEIVED DATE: 01/23/2014
INITIAL SERVICE DATE: TERM OF CONTRACT DATE: 06/01/2007

INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

140116

OTHER(EXPLAIN): To remove affiliate designation.

PREPARER - PERSON FILING

RRC NO: 473 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: David MIDDLE: J. LAST NAME: Avery

TITLE: Sr. Accountant

ADDRESS LINE 1: 6100 N Western

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73118 ZIP4:

AREA CODE: 405 PHONE NO: 879-8237 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS015 Compression Fee \$0.08 per MMBtu plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

70381 D MMBtu \$.0800 07/01/2008 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

J Compression

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 21360

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22776

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 04/20/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> <u>CUSTOMER NAME</u> <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 10 Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

ID TYPE UNIT CURRENT CHARGE EFFECTIVE DATE CONFIDENTIAL

67227 D MMBtu \$1.3500 11/01/2014 Y

<u>DESCRIPTION:</u> **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

67227 D MMBtu \$1.3600 12/01/2014 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22776

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22777

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 04/13/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 11 Gathering Fee \$0.79425/MMBtu, Compression Fee \$0.28593/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67220 D MMBtu \$1.4100 05/01/2014 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

J Compression

I Gathering

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22777

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22778

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 04/13/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate and update contact. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 12 Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67232 D MMBtu \$1.1700 05/01/2014 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22778

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22779

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 04/13/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 4 Gathering Fee \$0.52950/MMBtu, Compression Fee \$0.21710/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7	143	COMPANY	NAME: TEXAS MID	STREAM GAS SVCS	, LLC	
TARIFF CODE: TM	M RRC TA	ARIFF NO:	22779			
ELIVERY POINTS						
<u>ID</u>	TYPE	<u>UNIT</u>	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
67207	D	MMBtu	\$1.0400	08/01/2014	Y	
DESCRIPTION:	**CONFIDENTIA	AL**				
Customer	29207	**CO	NFIDENTIAL**			
67207	D	MMBtu	\$1.0600	10/01/2014	Y	
DESCRIPTION:	**CONFIDENTIA	AL**				
Customer	29207	**CO	NFIDENTIAL**			
67207	D	MMBtu	\$1.0500	09/01/2014	Y	
DESCRIPTION:	**CONFIDENTIA	AL**				
Customer	29207	**CO	NFIDENTIAL**			
67207	D	MMBtu	\$1.0800	11/01/2014	Y	
DESCRIPTION:	**CONFIDENTIA	\L**				
Customer	29207	**CO	NFIDENTIAL**			
67207	D	MMBtu	\$.9400	12/01/2014	Y	
DESCRIPTION:	**CONFIDENTIA	AL**				
Customer	29207	**CO	NFIDENTIAL**			

TYPE SERVICE PROVIDED

ľ	TYPE OF SERVICE	SERVICE DESCRIPTION	OTHER TYPE DESCRIPTION
	J	Compression	
	I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22780

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 RECEIVED DATE: 04/06/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate and update contact. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 5 Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7	7143	COMPAN	Y NAME: TEXAS MI	IDSTREAM GAS SVCS	, LLC	
TARIFF CODE: TY	M RRC	TARIFF NO:	22780			
DELIVERY POINTS						
ID	<u>TYPE</u>	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
67208	D	MMBtu	\$.2900	04/01/2014	Y	
DESCRIPTION:	**CONFIDENT	TIAL**				
Customer	29207	**C0	ONFIDENTIAL**			
67208	D	MMBtu	\$.5200	05/01/2014	Y	
DESCRIPTION:	**CONFIDENT	ΓIAL**				
Customer	29207	**C0	NFIDENTIAL**			
67208	D	MMBtu	\$.4100	01/01/2014	Y	
DESCRIPTION:	**CONFIDENT	TIAL**				
Customer	29207	**C0	ONFIDENTIAL**			
67208	D	MMBtu	\$.7400	03/01/2014	Y	
DESCRIPTION:	**CONFIDENT	TIAL**				
Customer	29207	**CC	NFIDENTIAL**			

TYPE SERVICE PROVIDED

TYPE OF SERVICE	SERVICE DESCRIPTION	OTHER TYPE DESCRIPTION
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22781

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 04/13/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 7 Gathering Fee \$0.52950/MMBtu, Compression Fee \$0.17368/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67211 D MMBtu \$1.0200 05/01/2014 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

J Compression

I Gathering

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22781

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22782

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 RECEIVED DATE: 01/23/2014

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing. To remove affiliate designation.

PREPARER - PERSON FILING

RRC NO: 473 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: David MIDDLE: J. LAST NAME: Avery

TITLE: Sr. Accountant

ADDRESS LINE 1: 6100 N Western

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73118 ZIP4:

AREA CODE: 405 PHONE NO: 879-8237 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 9 Gathering Fee \$0.63540/MMBtu, Compression Fee \$0.19062/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67226 D MMBtu \$.9100 04/01/2013 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

J Compression

I Gathering

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22782

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22783

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rates. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22783

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule A2-2

Producers shall pay Gatherer a Fee of \$0.533 per Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas at each Receipt Point in the DFW Area and providing the gathering services contemplated in the Agreement. The Fee specified in this Section 2 of this Schedule A2 will be escalated as of January 1 of each Year to equal the product of (i) the Fee in effect immediately prior to such escalation and (ii) 1.025, with the first such escalation occurring as of January 1, 2010.

TMGS036

Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID:	7143	COMPANY	NAME: TEXAS MID	STREAM GAS SVCS	, LLC	
TARIFF CODE: T	M RRC TA	RIFF NO:	22783			
ELIVERY POINTS						
<u>ID</u>	TYPE	<u>UNIT</u>	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
70378	D	MMBtu	\$6.5700	12/01/2014	Y	
DESCRIPTION:	**CONFIDENTIAI	L**				
Customer	29207	**CO	NFIDENTIAL**			
70378	D	MMBtu	\$4.7200	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIAI	L**				
Customer	29207	**CO	NFIDENTIAL**			

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22784

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rates. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22784

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule A2-3a

Producers shall pay Gatherer \$0.841/Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas each month. These fees and costs will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee and/or cost in effect immediately prior to such escalation and (ii) 1.02 (Fees) and 1.025(Costs), with the first such escalation occurring as of January 1, 2010.

TMGS036

prior to such escalation and (ii) 1.02 (Fees) and 1.025(Costs), with the first such escalation occurring as of January 1, 2010. Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash. no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year. escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7	143	COMPAN	Y NAME: TEXAS MI	DSTREAM GAS SVCS	S, LLC	
TARIFF CODE: TM	A RRC TA	ARIFF NO:	22784			
DELIVERY POINTS						
<u>ID</u> 67209	<u>TYPE</u> D	<u>UNIT</u> MMBtu	CURRENT CHARGE \$4.2000	<u>EFFECTIVE DATE</u> 01/01/2015	<u>CONFIDENTIAL</u> Y	
			\$4.2000	01/01/2013	1	
DESCRIPTION:	**CONFIDENTIA	AL**				
Customer	29207	**CC	ONFIDENTIAL**			
67214	D	MMBtu	\$2.6600	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIA	\L **				
Customer	29207	**CC	ONFIDENTIAL**			
70380	D	MMBtu	\$8.8000	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIA	\L**				
Customer	29207	**CC	ONFIDENTIAL**			
67229	D	MMBtu	\$5.2400	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIA	\L**				
Customer	29207	**C(ONFIDENTIAL**			
67215	D	MMBtu	\$6.0300	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIA	\L**				
Customer	29207	**CC	ONFIDENTIAL**			
67216	D	MMBtu	\$7.2100	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIA	\L**				
Customer	29207	**CC	ONFIDENTIAL**			
67230	D	MMBtu	\$3.8100	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIA	\L**				
Customer	29207	**C(ONFIDENTIAL**			
67218	D	MMBtu	\$2.6200	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIA	\L**				
	29207	*****	ONFIDENTIAL**			

TYPE SERVICE PROVI	DED	
TYPE OF SERVICE	SERVICE DESCRIPTION	OTHER TYPE DESCRIPTION
I	Gathering	

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22784

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22816

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rates. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22816

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule A2-1

Producers shall pay Gatherer the amount specified as consideration for receiving Producers` Gas and MV Mitigation Gas at each Receipt Point on the Barnett Gathering System (excluding the DFW Area and the fixed fees areas described in this Schedule A2) each month and providing the applicable level of gathering services provided: Receipt Point Pressures Less than 100 psig Deemed Stage of Compression 3 \$0.97/Mcf, Receipt Point Pressures 100 to 174.99 psig, Deemed Stage of Compression 2 \$0.90/Mcf, Receipt Point Pressures 175 to 249.99 psig, Deemed Stages of Compression 2, \$0.84/Mcf, Receipt Point Pressures 250 to 349.99 psig, Deemed Stages of Compression 2, \$0.78/Mcf, Receipt Point Pressures Greater than or equal to 350 psig, Deemed Stages of Compression 1, \$0.73. (See individual delivery point for specific rate.) For avoidance of doubt, the data concerning Deemed Stages of Compression is applicable only to fuel cap calculations. The Fees specified will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee in effect immediately prior to such escalation and (ii) 1.02, with the first such escalation occurring as of January 1, 2010; provided, as to the Barnett Central GGS, the escalation of the fees will also be made in accordance with Section 4 of this Schedule. Section 4 Barnett Central Gathering System. The following terms shall apply to the calculation of the Barnett Fees on the Barnett Central Gathering System. (a) Gatherer shall invoice Producers for Producers` Gas and MV Mitigation Gas received each Month at the Barnett Receipt Points on the Barnett Central Gathering System based on the Barnett Fees shown in Section 1 above (b) The following delivery points on the Barnett Central Gathering System are covered by the North Johnson Agreement dated September 1, 2007, between CEMI and CrossTex North Texas Gathering ('CrossTex'), as amended (the 'CrossTex Agreement') are identified below, and such delivery points (together with any other mutually agreeable future delivery points on the Barnett Central Gathering that the Parties designate as such) shall be referred to herein as the Barnett Central CrossTex Delivery Points: Delivery Point - Tantarra, Meter Number 7940128, Tantarra West, 7940127, Winscott CDP #1, 8040166, Winscott CDP #2, 8040167, (c) If (i) CrossTex curtails or suspends services at the Barnett Central CrossTex Delivery Points, including the occurrence of a force majeure event or similar interruption affecting CrossTex, (ii) Producers reduce the contracted volumes of Gas or actual volumes of Gas delivered under the CrossTex Agreement, or (iii) the pressures at any Barnett Central CrossTex Delivery Point increase as the result of changes by CrossTex in any Month and (as to each of clause (i), (ii) and (iii) preceding) any such event (or combination of such events) causes or results in a change in the distribution of the volume weighted average monthly Barnett Fee pressure tiers in Section 1 above for the Barnett Receipt Points on the Barnett Central Gathering System resulting in lower revenues to Gatherer from such Barnett Receipt Points for such Month, then such event is referred to herein as a CrossTex Event. (d) During any Month when a CrossTex Event occurs or is in effect, the Barnett Fees for each Barnett Receipt Point on the Barnett Central Gathering System for such Month shall be calculated using the Barnett Fee pressure tier that applied to such Barnett Receipt Point during the most recent Month preceding such CrossTex Event in which a CrossTex Event did not occur. (e) The provisions of this Section 4 of Schedule A2 shall apply to any replacements of the CrossTex Agreement, whether with CrossTex, its successors, or other Person providing low pressure service.

TMGS036

Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22816

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

Gathering

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

TARIFF CODE: TM ELIVERY POINTS ID 67206 DESCRIPTION: Customer 67213 DESCRIPTION: Customer Customer	TYPE D **CONFIDENTIA 29207 D **CONFIDENTIA	**CO	22816 CURRENT CHARGE \$5.6000 ONFIDENTIAL** \$11.0900	EFFECTIVE DATE 01/01/2015	CONFIDENTIAL Y	
DESCRIPTION: Customer 70379 DESCRIPTION: Customer 67213 DESCRIPTION:	D **CONFIDENTIA 29207 D **CONFIDENTIA 29207	MMBtu **Co MMBtu LL**	\$5.6000 ONFIDENTIAL**	01/01/2015		
67206 DESCRIPTION: Customer 70379 DESCRIPTION: Customer 67213 DESCRIPTION:	D **CONFIDENTIA 29207 D **CONFIDENTIA 29207	MMBtu **Co MMBtu LL**	\$5.6000 ONFIDENTIAL**	01/01/2015		
DESCRIPTION: Customer 70379 DESCRIPTION: Customer 67213 DESCRIPTION:	**CONFIDENTIA 29207 D **CONFIDENTIA 29207	**CO	ONFIDENTIAL**		-	
Customer 70379 DESCRIPTION: Customer 67213 DESCRIPTION:	D **CONFIDENTIA 29207	MMBtu LL**				
70379 DESCRIPTION: Customer 67213 DESCRIPTION:	**CONFIDENTIA 29207	AL**	\$11.0900			
Customer 67213 DESCRIPTION:	**CONFIDENTIA 29207	AL**	\$11.0900	01/01/0015		
Customer 67213 DESCRIPTION:	29207			01/01/2015	Y	
67213 DESCRIPTION:						
DESCRIPTION:	D	**C0	ONFIDENTIAL**			
	D	MMBtu	\$3.4900	01/01/2015	Y	
Customer	**CONFIDENTIA	L**				
	29207	**C	ONFIDENTIAL**			
76903	D	MMBtu	\$5.0900	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIA	L**				
Customer	29207	**C	ONFIDENTIAL**			
67228	D	MMBtu	\$5.9700	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIA	L**				
Customer	29207	**C	ONFIDENTIAL**			
70370	D	MMBtu	\$5.3700	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIA	L**				
Customer	29207	**C(ONFIDENTIAL**			
67205	D	MMBtu	\$4.8800	01/01/2015	Y	
DESCRIPTION:	**CONFIDENTIA	L**				
Customer	29207	**C0	ONFIDENTIAL**			
VDE GEDVICE PEG						
YPE SERVICE PROV	UDED					

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22816

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22825

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 04/13/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 6 Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

70377 D MMBtu \$.6700 05/01/2014 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

70377 D MMBtu \$.6800 12/01/2014 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22825

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22826

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 RECEIVED DATE: 04/13/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 8 Gathering Fee \$0.42360/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

74049 D MMBtu \$.7300 05/01/2014 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22826

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 23600

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rates. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 23600

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule A2-3c

Producers shall pay Gatherer \$0.391/Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas each month. These fees and costs will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee and/or cost in effect immediately prior to such escalation and (ii) 1.02 (Fees) and 1.025(Costs), with the first such escalation occurring as of January 1, 2010.

TMGS036

prior to such escalation and (ii) 1.02 (Fees) and 1.025(Costs), with the first such escalation occurring as of January 1, 2010. Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash. no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year. escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7	143	COMPAN	Y NAME: TEXAS I	MIDSTREAM GAS SVCS	S, LLC	
TARIFF CODE: TN	A R	RC TARIFF NO:	23600			
DELIVERY POINTS						
<u>ID</u>	<u>TY</u>	PE UNIT	CURRENT CHARG	E EFFECTIVE DATE	CONFIDENTIAL	
76906]	D MMBtu	\$2.7600	01/01/2015	Y	
DESCRIPTION:	**CONFIDE	ENTIAL**				
Customer	29207	**C	ONFIDENTIAL**			
76908]	D MMBtu	\$4.6000	01/01/2015	Y	
DESCRIPTION:	**CONFIDE	ENTIAL**				
Customer	29207	**C	ONFIDENTIAL**			
67224]	D MMBtu	\$4.2200	01/01/2015	Y	
DESCRIPTION:	**CONFIDE	ENTIAL**				
Customer	29207	**C	ONFIDENTIAL**			
76905]	D MMBtu	\$5.2900	01/01/2015	Y	
DESCRIPTION:	**CONFIDE	ENTIAL**				
Customer	29207	**C	ONFIDENTIAL**			

	T	VPE	SERV	/ICE	PROV	VIDEI
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TYPE OF SERVICE	SERVICE DESCRIPTION	OTHER TYPE DESCRIPTION
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 24732

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: 04/01/2011 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS OF CUSTOMER NO.

<u>CUSTOMER NO</u> <u>CUSTOMER NAME</u> <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

29207 **CONFIDENTIAL**

Y

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 24732

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS016

TMGS036

Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 -249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes. Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDO. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example

RATE ADJUSTMENT PROVISIONS:

None

calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24732

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

79050 D Mcf \$3.6800 01/01/2015 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 24733

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 09/01/2011 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To correct rate for March. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> <u>CUSTOMER NAME</u> <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

33558 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS017 Gathering fee \$0.65/Mcf, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7	143	COMPAN	Y NAME: TEXAS MII	OSTREAM GAS SVCS	, LLC	
TARIFF CODE: TN	M RRC TA	RIFF NO:	24733			
DELIVERY POINTS						
<u>ID</u>	TYPE	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
67206	D	Mcf	\$.7900	10/01/2016	Y	
DESCRIPTION:	**CONFIDENTIAL	L**				
Customer	33558	**CC	NFIDENTIAL**			
70370	D	MMBtu	\$.7900	10/01/2016	Y	
DESCRIPTION: **CONFIDENTIAL**						
Customer	33558	**CC	NFIDENTIAL**			
67205	D	MMBtu	\$.8000	10/01/2016	Y	
DESCRIPTION:	**CONFIDENTIAL	L**				
Customer	33558	**CC	NFIDENTIAL**			
Customer	33338	**((INFIDENTIAL**			

TYPE SERVICE PROVIDED

TYPE OF SERVICE	SERVICE DESCRIPTION	OTHER TYPE DESCRIPTION
TITE OF BERVICE	BERTICE BESCHII 11011	GIIIIX III BESCHI III
_		
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 24734

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: 03/01/2011 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 24734

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS016

TMGS036

Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 -249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes. Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDO. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure

Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example

RATE ADJUSTMENT PROVISIONS:

None

calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24734

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

79051 D Mcf \$5.0000 01/01/2015 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

01/24/2017

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 24735

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: 03/01/2011 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 24735

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS016

TMGS036

Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 -249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes. Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDO. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24735

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

79052 D Mcf \$4.0000 01/01/2015 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 24736

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: 01/01/2011 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS				
CUSTOMER NO CUSTOMER NAME		CONFIDENTIAL?	DELIVERY POINT	
29207	**CONFIDENTIAL**			
		Y		

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 24736

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS016

TMGS036

Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 -

249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes. Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDO. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24736

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67219 D Mcf \$6.8400 01/01/2015 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25335

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 09/24/2015

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate & update contact. Tariff was not timely filed due to rate calculation information timing.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

33985 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS019 Gathering fee \$0.10/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

70370 D MMBtu \$.1200 08/01/2015 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33985 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

01/24/2017

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25335

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25336

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 08/18/2016

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

33987 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS021 Gathering fee \$0.43/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67206 D MMBtu \$.4700 07/01/2016 Y

<u>DESCRIPTION:</u> **CONFIDENTIAL**

Customer 33987 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

01/24/2017

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25336

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25337

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 08/18/2016

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

33986 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS020 Gathering fee \$0.20/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67205 D MMBtu \$.3400 07/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33986 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

01/24/2017

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25337

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25338

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 10/27/2015

INITIAL SERVICE DATE: 06/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

33991 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS022 Gathering fee \$0.80/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

70370 D MMBtu \$.7800 09/01/2015 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33991 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

01/24/2017

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25338

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25339

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 08/18/2016

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

 $\textbf{OTHER} \underline{\textbf{(EXPLAIN):}} \ \ \text{To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.}$

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS				
CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT	
33988	**CONFIDENTIAL**			
		Y		

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25339

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule A2-2

Producers shall pay Gatherer a Fee of \$0.533 per Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas at each Receipt Point in the DFW Area and providing the gathering services contemplated in the Agreement. The Fee specified in this Section 2 of this Schedule A2 will be escalated as of January 1 of each Year to equal the product of (i) the Fee in effect immediately prior to such escalation and (ii) 1.025, with the first such escalation occurring as of January 1, 2010.

TMGS036

Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25339

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

70370 D MMBtu \$1.0900 07/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33988 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25343

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rates. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS				
CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	<u>DELIVERY POINT</u>	_
33988	**CONFIDENTIAL**			
		Y		

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25343

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule A2-3a

Producers shall pay Gatherer \$0.841/Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas each month. These fees and costs will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee and/or cost in effect immediately prior to such escalation and (ii) 1.02 (Fees) and 1.025(Costs), with the first such escalation occurring as of January 1, 2010.

TMGS036

Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash. no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year. escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7	7143	COMPANY	NAME: TEXAS MID	STREAM GAS SVCS	, LLC	
TARIFF CODE: The	M RRC TA	RIFF NO:	25343			
DELIVERY POINTS						
<u>ID</u>	TYPE	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
67213	D	MMBtu	\$.9400	10/01/2016	Y	
<u>DESCRIPTION:</u> **CONFIDENTIAL**						
Customer	33988	**CO	NFIDENTIAL**			
67214	D	MMBtu	\$.9200	10/01/2016	Y	
<u>DESCRIPTION:</u> **CONFIDENTIAL**						
Customer	33988	**CO	NFIDENTIAL**			

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

01/24/2017

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25344

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

 $\textbf{OTHER} (\underline{\textbf{EXPLAIN}}) \textbf{:} \ \, \textbf{To reflect current rates. Tariff was not timely filed due to timing of rate calculation information. } \\$

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

33988 **CONFIDENTIAL**

Y

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25344

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule A2-1

Producers shall pay Gatherer the amount specified as consideration for receiving Producers` Gas and MV Mitigation Gas at each Receipt Point on the Barnett Gathering System (excluding the DFW Area and the fixed fees areas described in this Schedule A2) each month and providing the applicable level of gathering services provided: Receipt Point Pressures Less than 100 psig Deemed Stage of Compression 3 \$0.97/Mcf, Receipt Point Pressures 100 to 174.99 psig, Deemed Stage of Compression 2 \$0.90/Mcf, Receipt Point Pressures 175 to 249.99 psig, Deemed Stages of Compression 2, \$0.84/Mcf, Receipt Point Pressures 250 to 349.99 psig, Deemed Stages of Compression 2, \$0.78/Mcf, Receipt Point Pressures Greater than or equal to 350 psig, Deemed Stages of Compression 1, \$0.73. (See individual delivery point for specific rate.) For avoidance of doubt, the data concerning Deemed Stages of Compression is applicable only to fuel cap calculations. The Fees specified will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee in effect immediately prior to such escalation and (ii) 1.02, with the first such escalation occurring as of January 1, 2010; provided, as to the Barnett Central GGS, the escalation of the fees will also be made in accordance with Section 4 of this Schedule. Section 4 Barnett Central Gathering System. The following terms shall apply to the calculation of the Barnett Fees on the Barnett Central Gathering System. (a) Gatherer shall invoice Producers for Producers` Gas and MV Mitigation Gas received each Month at the Barnett Receipt Points on the Barnett Central Gathering System based on the Barnett Fees shown in Section 1 above (b) The following delivery points on the Barnett Central Gathering System are covered by the North Johnson Agreement dated September 1, 2007, between CEMI and CrossTex North Texas Gathering ('CrossTex'), as amended (the 'CrossTex Agreement') are identified below, and such delivery points (together with any other mutually agreeable future delivery points on the Barnett Central Gathering that the Parties designate as such) shall be referred to herein as the Barnett Central CrossTex Delivery Points: Delivery Point - Tantarra, Meter Number 7940128, Tantarra West, 7940127, Winscott CDP #1, 8040166, Winscott CDP #2, 8040167, (c) If (i) CrossTex curtails or suspends services at the Barnett Central CrossTex Delivery Points, including the occurrence of a force majeure event or similar interruption affecting CrossTex, (ii) Producers reduce the contracted volumes of Gas or actual volumes of Gas delivered under the CrossTex Agreement, or (iii) the pressures at any Barnett Central CrossTex Delivery Point increase as the result of changes by CrossTex in any Month and (as to each of clause (i), (ii) and (iii) preceding) any such event (or combination of such events) causes or results in a change in the distribution of the volume weighted average monthly Barnett Fee pressure tiers in Section 1 above for the Barnett Receipt Points on the Barnett Central Gathering System resulting in lower revenues to Gatherer from such Barnett Receipt Points for such Month, then such event is referred to herein as a CrossTex Event. (d) During any Month when a CrossTex Event occurs or is in effect, the Barnett Fees for each Barnett Receipt Point on the Barnett Central Gathering System for such Month shall be calculated using the Barnett Fee pressure tier that applied to such Barnett Receipt Point during the most recent Month preceding such CrossTex Event in which a CrossTex Event did not occur. (e)The provisions of this Section 4 of Schedule A2 shall apply to any replacements of the CrossTex Agreement, whether with CrossTex, its successors, or other Person providing low pressure service.

TMGS036

Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25344

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

ELIVERY POINTS						
<u>ID</u>]	ГҮРЕ	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL
79050		D	MMBtu	\$1.1900	10/01/2016	Y
DESCRIPTION:	**CONF	IDENTIAI	_**			
Customer	33988		**C0	ONFIDENTIAL**		
67228		D	MMBtu	\$2.1700	10/01/2016	Y
DESCRIPTION:	**CONF	**CONFIDENTIAL**				
Customer	33988		**C0	ONFIDENTIAL**		
70380		D	MMBtu	\$.9700	10/01/2016	Y
DESCRIPTION:	**CONFIDENTIAL**					

TYPE SERVICE PROVIDED

TYPE OF SERVICE	SERVICE DESCRIPTION	OTHER TYPE DESCRIPTION
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25345

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rates. Tariff was not timely filed due to rate calculation information timing.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS				
CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT	
33988	**CONFIDENTIAL**			
		Y		

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25345

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule A2-3c

Producers shall pay Gatherer \$0.391/Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas each month. These fees and costs will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee and/or cost in effect immediately prior to such escalation and (ii) 1.02 (Fees) and 1.025(Costs), with the first such escalation occurring as of January 1, 2010.

TMGS036

prior to such escalation and (ii) 1.02 (Fees) and 1.025(Costs), with the first such escalation occurring as of January 1, 2010. Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash. no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year. escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7	7143	COMPANY	NAME: TEXAS MID	STREAM GAS SVCS	, LLC					
TARIFF CODE: TM RRC TARIFF NO: 25345										
DELIVERY POINTS										
<u>ID</u>	TYPE	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL					
67215	D	MMBtu	\$1.0400	10/02/0016	Y					
DESCRIPTION: **CONFIDENTIAL**										
Customer	33988	**CO	NFIDENTIAL**							
67230	D	MMBtu	\$1.0400	10/01/2016	Y					
<u>DESCRIPTION:</u> **CONFIDENTIAL**										
Customer	33988	**CO	NFIDENTIAL**							

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25346

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 09/21/2016

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation data.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS				
CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT	
33988	**CONFIDENTIAL**			
		Y		

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25346

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS017 Gathering fee \$0.65/Mcf, plus any applicable taxes.

TMGS036

Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25346

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

76908 D MMBtu \$1.0400 08/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33988 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25347

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 09/21/2016

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation data.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS					
CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT		
33988	**CONFIDENTIAL**				
		Y			

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25347

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS016

TMGS036

Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 -249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes. Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDO. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25347

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

79052 D MMBtu \$.8800 08/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33988 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25348

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 09/21/2016

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS				
CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT	
33988	**CONFIDENTIAL**			
		Y		

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25348

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS016

TMGS036

Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 -249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes. Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDO. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the

RATE ADJUSTMENT PROVISIONS:

None

Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example

calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25348

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67218 D MMBtu \$.8600 08/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33988 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25349

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 09/21/2016

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

33988 **CONFIDENTIAL**

Y

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25349

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS016

TMGS036

Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 -249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes. Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDO. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25349

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67219 D MMBtu \$1.1000 08/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33988 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25350

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/07/2016

INITIAL SERVICE DATE: 06/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> <u>CUSTOMER NAME</u> <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

33990 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS024 Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

ID TYPE UNIT CURRENT CHARGE EFFECTIVE DATE CONFIDENTIAL

70373 D MMBtu \$.2700 01/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33990 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25350

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25351

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 08/29/2012

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Tariff was not timely filed due to rate calculation information timing.

PREPARER - PERSON FILING

RRC NO: 473 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: David MIDDLE: J. LAST NAME: Avery

TITLE: Sr. Accountant

ADDRESS LINE 1: 6100 N Western

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73118 ZIP4:

AREA CODE: 405 PHONE NO: 879-8237 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

33989 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS024 Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

ID TYPE UNIT CURRENT CHARGE EFFECTIVE DATE CONFIDENTIAL

70373 D MMBtu \$.2500 03/01/2012 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33989 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25351

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25369

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 01/23/2014

INITIAL SERVICE DATE: 05/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To remove affiliate designation. Tariff was not timely filed due to rate calculation information timing.

PREPARER - PERSON FILING

RRC NO: 473 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: David MIDDLE: J. LAST NAME: Avery

TITLE: Sr. Accountant

ADDRESS LINE 1: 6100 N Western

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73118 ZIP4:

AREA CODE: 405 PHONE NO: 879-8237 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> <u>CUSTOMER NAME</u> <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS025 Gathering fee \$0.367238/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

80360 D MMBtu \$.3800 01/01/2013 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25369

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25377

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 01/23/2014

INITIAL SERVICE DATE: 03/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To remove affiliate designation. Tariff was not timely filed due to rate calculation information timing.

PREPARER - PERSON FILING

RRC NO: 473 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: David MIDDLE: J. LAST NAME: Avery

TITLE: Sr. Accountant

ADDRESS LINE 1: 6100 N Western

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73118 ZIP4:

AREA CODE: 405 PHONE NO: 879-8237 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS018 Gathering fee \$0.776368/MMBtu and \$1.270470/MMBtu, plus a compression fee in the amount of \$0.65/MMBtu on wells requiring

compression, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

80361 D MMBtu \$1.5400 05/01/2013 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25377

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25406

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 01/23/2014

INITIAL SERVICE DATE: 07/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To remove affiliate designation. Tariff was not timely filed due to rate calculation information timing.

PREPARER - PERSON FILING

RRC NO: 473 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: David MIDDLE: J. LAST NAME: Avery

TITLE: Sr. Accountant

ADDRESS LINE 1: 6100 N Western

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73118 ZIP4:

AREA CODE: 405 PHONE NO: 879-8237 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

34036 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS026a Gathering fee \$0.27137/MMBtu, plus a \$150.00/mo flat fee to be billed in the event that the customer does not meet a required \$150.00

in sales, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

ID TYPE UNIT CURRENT CHARGE EFFECTIVE DATE CONFIDENTIAL

80360 D Mo \$150.0000 03/01/2013 Y

<u>DESCRIPTION:</u> **CONFIDENTIAL**

Customer 34036 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25406

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25692

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/07/2016

INITIAL SERVICE DATE: 06/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> <u>CUSTOMER NAME</u> <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

33991 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS022 Gathering fee \$0.80/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67206 D MMBtu \$1.1400 01/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33991 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25692

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25760

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: 04/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate and update contact. Tariff was not timely filed due to rate calculation information timing.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

34287 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS029 Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

70373 D MMBtu \$.2300 01/01/2015 Y

<u>DESCRIPTION:</u> **CONFIDENTIAL**

Customer 34287 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25760

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25761

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: 04/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate and update contact. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

34289 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS029 Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

70373 D MMBtu \$.2300 01/01/2015 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 34289 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25761

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25762

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: 04/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

34288 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS029 Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

70373 D MMBtu \$.2300 01/01/2015 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 34288 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25762

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25763

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 02/25/2013

INITIAL SERVICE DATE: 04/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To correct TUC requirement.

PREPARER - PERSON FILING

RRC NO: 473 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: David MIDDLE: J. LAST NAME: Avery

TITLE: Sr. Accountant

ADDRESS LINE 1: 6100 N Western

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73118 ZIP4:

AREA CODE: 405 PHONE NO: 879-8237 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

34290 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS029 Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

70373 D MMBtu \$.2500 07/01/2012 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 34290 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25763

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25764

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 12/28/2015

INITIAL SERVICE DATE: 04/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate and delivery point. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

34291 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS028 Gathering fee \$0.20808/MMBtu, Minimum volume: \$250 fee if volume is less than 500 MMBtu per day, plus any applicabel taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67230 D MMBtu \$.2200 11/01/2015 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 34291 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25764

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25765

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 02/28/2013

INITIAL SERVICE DATE: 04/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rates and to correct TUC requirement. Tariff was not timely filed due to rate calculation information timing.

PREPARER - PERSON FILING

RRC NO: 473 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: David MIDDLE: J. LAST NAME: Avery

TITLE: Sr. Accountant

ADDRESS LINE 1: 6100 N Western

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73118 ZIP4:

AREA CODE: 405 PHONE NO: 879-8237 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

34292 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS029 Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

ID TYPE UNIT CURRENT CHARGE E

 ID
 TYPE
 UNIT
 CURRENT CHARGE
 EFFECTIVE DATE
 CONFIDENTIAL

 70373
 D
 MMBtu
 \$.2500
 07/01/2012
 Y

<u>DESCRIPTION:</u> **CONFIDENTIAL**

Customer 34292 **CONFIDENTIAL**

70373 D MMBtu \$.2400 10/01/2012 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 34292 **CONFIDENTIAL**

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25765

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25766

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/11/2013

INITIAL SERVICE DATE: 04/01/2012 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing.

PREPARER - PERSON FILING

RRC NO: 473 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: David MIDDLE: J. LAST NAME: Avery

TITLE: Sr. Accountant

ADDRESS LINE 1: 6100 N Western

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73118 ZIP4:

AREA CODE: 405 PHONE NO: 879-8237 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

34286 **CONFIDENTIAL**

Y

CONFIDENTIAL

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS027 Gathering fee \$0.73540/MMBtu, Minimum volume: \$250 fee if volume is less than 500 MMBtu per day, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> TYPE <u>UNIT</u> CURRENT CHARGE EFFECTIVE DATE

67205 D MMBtu \$.5000 01/01/2013 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 34286 **CONFIDENTIAL**

67205 D MMBtu \$.7400 02/01/2013 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 34286 **CONFIDENTIAL**

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25766

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26107

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 06/22/2016

INITIAL SERVICE DATE: 04/01/2013 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

34499 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS030 Gathering fee \$0.701363/MMBtu, Compression fee \$0.210409/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67226 D MMBtu \$1.0200 05/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 34499 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

J Compression

I Gathering

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26107

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26108

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 09/21/2016

INITIAL SERVICE DATE: 04/01/2013 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

34499 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS031 Gathering fee \$0.376419/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

80360 D MMBtu \$.3800 08/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 34499 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26108

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26175

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 05/01/2013 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

34521 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS034c Reversal of prior month; s accrual, plus current month; s accrual, plus prior month; s actual invoice. Accrual adjusted by escalator of

2.5% annual adjustment. Gathering fee \$0.795777/MMBtu, Compression fee \$0.718904/MMBtu, plus any applicable taxes. Delivery

Point No. 86177

TMGS035c Reversal of prior month¿s accrual, plus current month¿s accrual, plus prior month¿s actual invoice. Accrual adjusted by escalator of

2.5% annual adjustment. Gathering fee \$1.155223/MMBtu, plus any applicable taxes. Delivery Points 86178 and 86179

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

86177 D MMBtu \$.9100 10/01/2016 Y

<u>DESCRIPTION:</u> **CONFIDENTIAL**

Customer 34521 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26175

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26310

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 09/21/2016

INITIAL SERVICE DATE: 08/01/2013 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS				
CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT	
33988	**CONFIDENTIAL**			
		Y		

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26310

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS001a Gathering Fee per MMBtu plus any applicable taxes. (See individual delivery point for specific rate.)

TMGS036

Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26310

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

86403 D MMBtu \$.8200 08/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 33988 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26315

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/24/2015

INITIAL SERVICE DATE: 08/01/2013 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

29207 **CONFIDENTIAL**

Y

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26315

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS001a Gathering Fee per MMBtu plus any applicable taxes. (See individual delivery point for specific rate.)

TMGS036

Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume,, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26315

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

86403 D MMBtu \$4.5600 01/01/2015 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 29207 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26496

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 08/18/2016

INITIAL SERVICE DATE: 09/01/2013 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

34748 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS001a Gathering Fee per MMBtu plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67205 D MMBtu \$.3000 07/01/2016 Y

<u>DESCRIPTION:</u> **CONFIDENTIAL**

Customer 34748 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26496

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26532

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 09/01/2013 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rates. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

34749 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS001a Gathering Fee per MMBtu plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67219 D MMBtu \$1.0600 10/01/2016 Y

<u>DESCRIPTION:</u> **CONFIDENTIAL**

Customer 34749 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26532

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27604

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 08/18/2016

INITIAL SERVICE DATE: 01/01/2014 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

35626 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS037 Gathering fee \$0.1090/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

70370 D MMBtu \$.1100 07/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35626 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27604

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27605

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 12/01/2014 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

35627 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS045 Gathering fee \$0.7745/MMBtu, Compression fee \$0.2456/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67207 D MMBtu \$1.1600 10/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35627 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27605

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27606

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 12/01/2014 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to rate calculation timing.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> <u>CUSTOMER NAME</u> <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

35627 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS046 Gathering fee \$0.6667/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

70371 D MMBtu \$.5400 10/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35627 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27606

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27607

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 12/01/2014 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

35627 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS047 Gathering fee \$0.7745/MMBtu, Compression fee \$0.1965/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67211 D MMBtu \$1.4700 10/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35627 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27607

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27608

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 12/01/2014 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

35627 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS048 Gathering fee \$0.6547/MMBtu, Treating fee \$0.0993/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

74049 D MMBtu \$.5500 10/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35627 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

M Other(with detailed explanation) Treating

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27608

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27609

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 12/01/2014 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

35627 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS049 Gathering fee \$1.2808/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67227 D MMBtu -\$1.6200 10/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35627 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27609

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27610

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 12/01/2014 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

35627 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS051 Gathering fee \$1.1074/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67232 D MMBtu \$.4900 10/01/2016 Y

<u>DESCRIPTION:</u> **CONFIDENTIAL**

Customer 35627 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27610

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27611

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 12/01/2014 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> <u>CUSTOMER NAME</u> <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

35627 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS050 Gathering fee \$1.1074/MMBtu, Compression fee \$0.3235/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67220 D MMBtu \$.9500 10/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35627 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27611

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27670

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 01/01/2015 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rates. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

<u>CUSTOMER NO</u> <u>CUSTOMER NAME</u> <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

35750 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 10 Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7	143	COMPAN	Y NAME: TEXAS MII	OSTREAM GAS SVCS	, LLC			
TARIFF CODE: TN	M RRC	ΓARIFF NO:	27670					
DELIVERY POINTS								
<u>ID</u>	TYPE	<u>UNIT</u>	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL			
67213	D	MMBtu	\$.9400	10/01/2016	Y			
<u>DESCRIPTION:</u> **CONFIDENTIAL**								
Customer								
70380	D	MMBtu	\$.9800	10/01/2016	Y			
DESCRIPTION:	**CONFIDENT	IAL**						
Customer	35750	**CC	ONFIDENTIAL**					
67228	D	MMBtu	\$2.1700	10/01/2016	Y			
DESCRIPTION:	**CONFIDENT	IAL**						
Customer	35750	**CC	ONFIDENTIAL**					
67230	D	MMBtu	\$.4800	10/01/2016	Y			
<u>DESCRIPTION:</u> **CONFIDENTIAL**								
Customer	35750	**CC	ONFIDENTIAL**					

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TYPE OF SERVICE	SERVICE DESCRIPTION	OTHER TYPE DESCRIPTION
I	Gathering	

TUC APPLICABILITY

$\underline{\textbf{FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY}}$

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27671

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 08/18/2016

INITIAL SERVICE DATE: 01/01/2015 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation information.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

35751 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 10 Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67205 D MMBtu \$.8000 07/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35751 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27671

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27672

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/27/2015

INITIAL SERVICE DATE: 02/01/2015 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to internal issues that have now been resolved.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

35751 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 10 Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

ID TYPE UNIT CURRENT CHARGE EFFECTIVE DATE CONFIDENTIAL

70373 D MMBtu \$.2300 02/01/2015 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35751 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27672

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 27733

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 04/01/2015 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rates. Tariff was not timely filed due to rate calculation information timing.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

35778 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 10 Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

RRC COID: 7	C COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC						
TARIFF CODE: TI	M RRC	TARIFF NO:	27733				
DELIVERY POINTS							
<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL		
70373	D	MMBtu	\$.2400	10/01/2016	Y		
DESCRIPTION:	**CONFIDENT	IAL**					
Customer	35778	**C0	ONFIDENTIAL**				
70370	D	MMBtu	\$.7100	10/01/2016	Y		
DESCRIPTION:	DESCRIPTION: **CONFIDENTIAL**						
Customer	35778	**C0	NFIDENTIAL**				
67206	D	MMBtu	\$.8800	10/01/2016	Y		
<u>DESCRIPTION:</u> **CONFIDENTIAL**							
Customer	35778	**CC	NFIDENTIAL**				

TYPE SERVICE PROVIDED

TYPE OF SERVICE	SERVICE DESCRIPTION	OTHER TYPE DESCRIPTION
TITE OF BERVICE	BERTICE BESCHII IIOI	GIIIDA III BESCANI IIO.
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 28233

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 10/01/2015 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation data.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

36235 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 10 Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67226 D MMBtu -\$68.4600 10/01/2016 Y

<u>DESCRIPTION:</u> **CONFIDENTIAL**

Customer 36235 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 28233

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 28470

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 02/01/2016

INITIAL SERVICE DATE: 07/01/2015 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to timing of rate calculation data.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

36322 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TMGS053 Gathering fee \$0.572220/MMBtu, plus a minimum volume commitment fee if sufficient volume does not flow pursuant to contractural

agreement, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67205 D Annual \$843403.0000 07/01/2015 Y

<u>DESCRIPTION:</u> **CONFIDENTIAL**

Customer 36322 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 28470

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 28660

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 09/21/2016

INITIAL SERVICE DATE: 01/01/2016 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rates. Tariff was not timely filed due to timing of rate calculation data.

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

36584 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 10 Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u> <u>TYPE</u> <u>UNIT</u> <u>CURRENT CHARGE</u> <u>EFFECTIVE DATE</u> <u>CONFIDENTIAL</u>

67205 D MMBtu \$.5900 08/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 36584 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 28660

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offerred to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 28964

DESCRIPTION: Transmission Miscellaneous STATUS: A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: RECEIVED DATE: 11/15/2016

INITIAL SERVICE DATE: 05/01/2016 TERM OF CONTRACT DATE: INACTIVE DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

 $\begin{tabular}{ll} \textbf{OTHER} (\textbf{EXPLAIN}) : & To report current rates. Tariff was not timely filed due to timing of rate calculation data. \\ \end{tabular}$

PREPARER - PERSON FILING

RRC NO: 872 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Steven MIDDLE: LAST NAME: Hutchens

TITLE: Sr. Accountant

ADDRESS LINE 1: 525 Central Park Drive

ADDRESS LINE 2:

CITY: Oklahoma City STATE: OK ZIP: 73105 ZIP4:

AREA CODE: 405 PHONE NO: 727-1440 EXTENSION:

CUSTOMERS

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

36773 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Schedule 10 Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

ID TYPE UNIT CURRENT CHARGE EFFECTIVE DATE CONFIDENTIAL

70370 D MMBtu \$.6800 10/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 36773 **CONFIDENTIAL**

67205 D MMBtu \$.6800 10/01/2016 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 36773 **CONFIDENTIAL**

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 28964

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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